

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:

Steven Harley

CASE NO: 17-00612

CHAPTER: 13

DEBTOR(S)

NOTICE OF PLAN MODIFICATION BEFORE  
CONFIRMATION, MOTIONS TO VALUE SECURITY,  
AVOID JUDICIAL LIEN, AVOID A NONPURCHASE-  
MONEY, NONPOSSESSORY SECURITY INTEREST  
AND LIEN, AND/OR TO ASSUME OR REJECT AN  
EXECUTORY CONTRACT/UNEXPIRED LEASE

I. NOTICE TO CREDITORS AND PARTIES IN INTEREST: The above-captioned debtor<sup>1</sup> previously proposed a chapter 13 plan and motions; the debtor now moves, pursuant to 11 U.S.C. § 1323 and Fed. R. Bankr. P. 2002(a)(5) and 2002(b), to modify the proposed plan and motions as detailed below:

Changes Made: **Modified ¶ III(A) to pay \$520.00 per month for a period of 2 months followed by \$650.00 per month for a period of 58 months. Anderson Brothers Bank will be valued at \$12,750.00 and receive \$243.00 per month. 1st Franklin Financial will be valued at \$500.00 and receive \$10.00 per month. Modified the loan modification language in ¶ IV(B)(3)(c).**

Reason(s) for Change: **Payment needed to increase due to higher amount owed to the IRS, Anderson Brothers Bank and 1st Franklin Financial.**

Specific Creditor(s) Directly Affected by Change: **Anderson Brothers Bank, 1st Franklin Financial and Caliber Home Loans, Inc.**

This modification to the chapter 13 plan and motions, and the remaining terms of the chapter 13 plan and motions set forth below, may affect your rights. Failure to object may constitute an implied acceptance of and consent to the relief requested.

A. ADDITIONS, MODIFICATIONS, OR DELETIONS: All additions or modifications to the Courts form plan (See exhibits to SC LBR 3015-1 and 3015-2, SC LBR refers to the SC Local Bankruptcy Rules, available at [www.scb.uscourts.gov](http://www.scb.uscourts.gov)) are highlighted by italics. Deletions are noted as Not Applicable or by striking through the deleted provisions. If changes to this form or if an alternative plan is proposed, a cover sheet that summarizes and identifies the changes shall be filed and served herewith..

B. DEADLINE FOR FILING OBJECTIONS, NOTICE OF HEARING ON CONFIRMATION OF CHAPTER 13 PLAN AND MOTIONS: Objections to the motions and any provision of the plan must be made in accordance with SC LBR 9014-1, properly served, and filed with the United States Bankruptcy Court, 1100 Laurel Street, Columbia, SC 29201, within twenty-eight (28) days from the date this document is served. Timely objections will be heard at the confirmation hearing, notice of which is given separately in the Notice of Meeting of Creditors. If a timely objection is filed after the confirmation hearing, a separate hearing on the objection will be scheduled and notice of such a hearing will be given. If no timely objection is filed, the Court, upon recommendation of the chapter 13 trustee and without further hearing or notice, may enter an order confirming the plan and granting the motions.

**II. MOTION TO VALUE SECURITY, AVOID JUDICIAL LIEN, AVOID A NONPURCHASEMONEY, NONPOSSESSORY SECURITY INTEREST AND LIEN, AND/OR TO ASSUME OR REJECT AN EXECUTORY CONTRACT/UNEXPIRED LEASE.** The debtor requests that confirmation of this plan alter the rights of the following creditor:

<sup>1</sup> When used herein, the term "debtor" shall apply as applicable either in the singular or in the plural, if there are joint debtors in the case.

A. Nonpossessory, Nonpurchase - Money Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following nonpossessory, nonpurchase-money security interest and lien in household goods:

Name of creditor and description of property securing lien	Value of Debtors interest in property	Total of all other liens	Exemption	Estimated security interest/debt	Security interest Not avoided (see IV(B)(4) below)	Security interest to be avoided (see IV(E) below)
<b>National Finance: Household Goods</b>	<b>2,300.00</b>	<b>0.00</b>	<b>2,300.00</b>	<b>325.00</b>	<b>0.00</b>	<b>100%</b>

B. Judicial Lien: The debtor moves, pursuant to 11 U.S.C. § 522(f), to avoid the following judicial lien:<sup>2</sup>

Name of creditor and description of property securing lien	Estimated judicial lien	Total of all senior/ unavavoidable liens	Applicable Exemption and Code Section	Value of the debtors interest in property	Judicial lien Not avoided	Judicial lien avoided
<b>-NONE-</b>						

C. Valuation of Security: The debtor moves, in accordance with 11 U.S.C. § 506, to establish the value of a lien as follows:

Name of creditor and description of property securing lien	Value of Debtors interest in property	Holder and amount of superior liens	Estimate of creditors claim	Value of lien (see IV(B)(4) below)	Unsecured claim after valuation (see IV(E) below)
<b>Anderson Brothers Bank; 2012 Kia Sorento</b>	<b>12,750.00</b>	<b>None</b>	<b>19,740.54</b>	<b>12,750.00</b>	<b>6,990.54</b>
<b>1st Franklin Financial; Household Goods</b>	<b>500.00</b>	<b>None</b>	<b>2,022.19</b>	<b>500.00</b>	<b>1,522.19</b>

D. Assumption or Rejection of Executory Contract/Unexpired Lease: The debtor moves for the assumption of the following executory contract and/or unexpired lease. The debtor agrees to abide by all terms of the agreement and to cure any pre-petition arrearage or default in the manner below. Any executory contract or unexpired lease not specifically mentioned is rejected.

Name of Creditor and lease or contract to be assumed	Amount of regular payment	Estimated amount of Default (state if none)	Cure Provisions for any default paid by (Debtor or trustee)	Regular payments to be paid by Debtor directly to creditor beginning (month/year)
<b>-NONE-</b>				

### III. THE CHAPTER 13 PLAN: PAYMENT OBLIGATIONS OF THE DEBTOR.

A. Payments from the debtor to the chapter 13 trustee (the trustee): The debtor submits to the supervision and control of the trustee all or such portion of future earnings or other future income as is necessary for the execution of the plan. In addition, the debtor will pay to the trustee any portion of a recovery under a pre-petition claim or cause of action that constitutes disposable income or is not exempt.

The debtor shall pay to the trustee the sum of \$ **520.00** per month for a period of **2** months, followed by **\$650.00** per month for a period of **58** months, unless all allowed claims (other than long-term claims) are fully paid pursuant to the plan.

B. Payments from the debtor directly to creditors: The debtor shall pay all post-petition priority obligations, including but not limited to taxes and post-petition domestic support, and pay regular payments on assumed executory contracts or leases, directly to the holder of the claim as the obligations come due, unless otherwise ordered by the Court. The debtor may be required to pay some or a portion of pre-petition debts directly to a creditor in addition to required payments to the trustee, as indicated in paragraph II(D) above and/or in the paragraphs that follow.

<sup>2</sup> For co-owned property, see In re Ware, 274 B.R. 206 (Bankr. D.S.C. 2001) and Exhibit C to SC LBR 4003-2.

**IV. PLAN DISTRIBUTIONS TO CREDITORS.** To receive a distribution from the trustee, a proof of claim, including adequate supporting documentation, must be filed with the Court. If a claim designated in this plan as secured is filed as an unsecured claim and the plan is confirmed, the claim may be treated as unsecured for purposes of plan distributions by the trustee. If a creditor files a proof of claim alleging that the claim is secured, but does not timely object to the confirmation of the plan and the claim is treated as unsecured in a confirmed plan, the claim may be treated as unsecured for purposes of plan distributions by the trustee. Confirmation of this plan does not bar a party in interest from objecting to a claim ***nor from any actions discovered from the documentation, or lack thereof, in a proof of claim.*** The trustee, after the deduction of the trustee's commission and expenses, or the debtor, as indicated, shall make payments as follows:

A. Attorney for the debtor:

1. The debtor and the debtors attorney have agreed to an attorneys fee in the amount of \$ 3,500.00 for the services identified in the Rule 2016(b) disclosure statement filed in this case. The amount of \$ 129.00 was paid prior to the filing of the case. The remaining fee shall be disbursed by the trustee as follows: Following confirmation of the plan and unless the Court orders otherwise, the trustee shall disburse \$1,000.00 to the attorney from the initial disbursement.<sup>3</sup> Thereafter, the balance of the attorneys compensation as allowed by the Court shall be paid, to the extent then due, with all funds remaining each month after payment of allowed secured claims and pre-petition arrearages on domestic support obligations. In instances where an attorney assumes representation in a pending *pro se* case and a plan is confirmed, a separate order may be entered by the Court, without further notice, which allows for the payment of a portion of the attorneys fees in advance of payments to creditors.

2. If, as an alternative to the above treatment, the debtors attorney has received a retainer and cost advance and agreed to file fee applications for compensation and expenses in this case pursuant to 11 U.S.C. § 330, the retainer and cost advance shall be held in trust until fees and expense reimbursements are approved by the Court. Prior to the filing of this case, the attorney has received \$ \_\_\_\_ and for plan confirmation purposes only, the fees and expenses of counsel are estimated at \$ \_\_\_\_ or less.

B. Secured Creditor Claim: The plan treats secured claims as follows:

1. General Provisions: The terms of the debtors pre-petition agreement with a secured creditor shall continue to apply except as modified by this plan, the order confirming the plan, or other order of the Court. Holders of secured claims shall retain liens to the extent provided by 11 U.S.C. § 1325(a)(5)(B)(i). Secured creditors paid the full secured claim provided for by this plan shall timely satisfy any liens in the manner required by applicable law or order of this Court. Any creditor holding a claim secured by property that is removed from the protection of the automatic stay by order, surrender, or through operation of the plan will receive no further distribution from the chapter 13 trustee on account of any secured claim. This also applies to creditors who may claim an interest in, or lien on, property that is removed from the protection of the automatic stay by another lienholder or released to another lienholder, unless the Court orders otherwise. Any funds that would have been paid to any such creditor will be distributed according to the remaining terms of the plan. (The preceding language does not apply if the sole reason for its application arises under 11 U.S.C. §362(c)(3) or (c)(4).) Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the removal of the property from the protection of the automatic stay. Secured creditors that will be paid directly by the debtor may send standard payment and escrow notices, payment coupons, or inquiries about insurance, and such action will not be considered a violation of the automatic stay.

2. Long-term or mortgage debt. No default:

The debtor is current on obligations to and will continue regular payments directly to that creditor. Description of collateral:

3. Long term or mortgage debt. Curing default: 11 U.S.C. 1322(b)(3) and/or (5):

a. Arrearage payments. The trustee shall pay the arrearage as stated in the creditor's allowed claim or as otherwise ordered by the Court to **-NONE-** at the rate of \$(payment amount) or more per month, for (collateral description), along with (percentage)% interest. The creditor shall apply trustee payments solely to those designated arrearages, i.e., those arrearages accruing before the month specified in (b) below. For so long as the debtor complies with this plan, a creditor may not declare a default based on any payment delinquency to be cured by this paragraph and the creditor shall not impose any post-petition fee on account of any arrearage paid by the trustee.

b. Maintenance of regular non-arrearage payments. Beginning (month and year), the Debtor shall pay directly to the creditor non-arrearage payments arising under the agreement with the secured creditor. The creditor shall apply each payment under this paragraph solely to post-petition obligations that accrue during or after the month specified herein.

<sup>3</sup> The chapter 13 trustee shall not at any time disburse to the debtor's attorney more than: (a) the unpaid balance of (1) the fee to be paid under the plan pursuant to paragraph 1 herein, or (2) the fee previously applied for and authorized pursuant to paragraph 2 herein, plus (b) any supplemental fee then applied for and authorized under the terms of the applicable Procedures for Approval of Attorney's Fees in Chapter 13 Cases.

*c. The debtor(s) is in default on obligations to Caliber Home Loans, Inc and is seeking loan modification to maintain the property. Description of property: Primary Residence: 4864 Coal Creek Drive, Graniteville, SC 29829. The debtor shall address the claim directly outside the plan. A loan modification application shall be submitted to the creditor within 30 days of the initial confirmation hearing. If no such application has been submitted within that time frame, the debtor will consent to an Order lifting stay.*

4. Secured portion of claims altered by valuation and lien avoidance:

The trustee shall pay **Anderson Brothers Bank** the sum of **\$243.00** or more per month, along with **5.25%** interest until the secured claim of **\$12,750.00** established above is paid in full. The remaining portion of the allowed claim will be treated as a general unsecured claim.

5. Other secured debts (allowed claim to be paid in full without valuation or avoidance of lien):

The trustee shall pay **-NONE-** the sum of \$ or more per month, along with % interest until the allowed secured claim is paid in full.

6. Surrender of property:

The debtor will surrender the following property upon confirmation of the plan. The order confirming plan shall terminate the automatic stay as to that property: **-NONE-**. Any creditor affected by this provision may file an itemized proof of claim for any unsecured deficiency within a reasonable time after the surrender of the property.

7. Secured tax debt:

The trustee shall pay \_ the sum of \$ **0.00** or more per month until the **net balance** of creditor's secured claim plus **0 %** interest has been paid. If the lien is to be valued, the debtor shall file a separate motion to value the claim and establish priority of any remaining tax obligations. If a tax priority creditor files a claim designated as secured, is not treated as secured in this paragraph, and does not timely object to confirmation of this plan, then the claim may be paid as a priority claim for purposes of distributions from the trustee.

C. Priority Creditors: Priority claims shall be paid as follows:

1. Domestic Support Claims. 11 U.S.C. § 507(a)(1):

a. Pre-petition arrearages.

The trustee shall pay the pre-petition domestic support obligation arrearage to **-NONE-**, at the rate of \$(amount) or more per month until the balance, without interest, is paid in full.

b. The debtor shall pay all post-petition domestic support obligations as defined in 11 U.S.C. § 101(14A) on a timely basis directly to the creditor.

c. Any party entitled to collect child support or alimony under applicable non-bankruptcy law may collect those obligations coming due after this case was filed from the income or assets of the debtor-parent/spouse without further order or relief from the automatic stay. (Any claim for child support or alimony due before this case was filed must be collected in accordance with 11 U.S.C. § 507(a)(1) and 11 U.S.C. § 1322(a)(2).)

2. Other Priority debt. The trustee shall pay all remaining pre-petition 11 U.S.C. § 507 priority claims on a *pro rata* basis.

D. Executory Contracts and Unexpired Leases: Regular payments that arise post-petition under an executory contract or lease that is being assumed shall be paid directly by the debtor according to the terms of the contract or lease. Pre-petition defaults will be cured by payments of the sum of \$ **0.00** or more per month by the trustee or the debtor according to paragraph II(D). Claims arising from the rejection of executory contracts or leases shall be general unsecured claims unless otherwise ordered by the Court.

E. General Unsecured Creditors: General unsecured creditors shall be paid allowed claims *pro rata* by the trustee to the extent that funds are available after payment of all other allowed claims. The debtor **does not** propose to pay 100% of general unsecured claims.

**V. PROPERTY OF THE ESTATE, STATUS AND OBLIGATIONS OF THE DEBTOR AFTER CONFIRMATION:** Upon confirmation of the plan, property of the estate will remain property of the estate, but possession of property of the estate shall remain with the debtor. The chapter 13 trustee shall have no responsibility regarding the use or maintenance of property of the estate. The debtor is responsible for protecting the non-exempt value of all property of the estate and for protecting the estate from any liability resulting from operation of a business by the debtor. Nothing herein is intended to waive or affect adversely any rights of the debtor, the trustee, or party with respect to any causes of action owned by the debtor. *Moreover, the debtor specifically reserves any currently undiscovered or future claims, rights or causes of action the debtor may have, regarding any issues not specifically addressed or determined by the plan, against any creditor or other party in interest including, but not limited to, violations of applicable consumer protections codes and actions under 11 U.S.C. §§ 542, 543, 544, 547 and 548.*

**VI. OTHER PROVISIONS:**  
**No pay order requested.**

Date: April 20, 2017

BY: /s/ Eric S. Reed

**Eric S. Reed ~7242**  
**220 Stoneridge Drive, Ste 301**  
**Columbia, SC 29210**  
**803-726-4888**

Attorney for the Debtor/*Pro Se* Debtor  
District Court I.D. **7242**

#### **CERTIFICATE OF SERVICE**

The above signing parties certify that the foregoing Notice, Plan and Motions was served on all creditors and parties in interest entitled to such notice on the above stated date. The list of the specific names and addresses of parties served with the plan is attached to the plan filed with the Court.

Label Matrix for local noticing

0420-3

Case 17-00612-hb

District of South Carolina

Columbia

Thu Apr 20 09:13:29 EDT 2017

AIKEN COUNTY

828 RICHLAND AVENUE WEST

Aiken SC 29801-3834

1st Franklin Financial Corporation

PO Box 2318

Batesburg-Leesville, SC 29070-0318

AARGON AGENCY

8668 SPRING MOUNTAIN RD

LAS VEGAS NV 89117-4132

ANDERSON BROTHERS BANK

PO BOX 310

MULLINS SC 29574-0310

ATTORNEY GENERAL OF THE UNITED STATES

DEPT OF JUSTICE ROOM 5111

10TH AND CONSTITUTION AVENUE NW

Washington DC 20530-0001

Anderson Brothers Bank

101 N Main Street

Mullins SC 29574-2727

BROCK &amp; SCOTT

3800 FERNANDINA ROAD

STE 110

Columbia SC 29210-3838

CALIBER HOME LOANS, INC

ATTN: CASH OPERATIONS

PO BOX 24330

OKLAHOMA CITY OK 73124-0330

CARFINANCE.COM

ATTN: BANKRUPTCY

7525 IRVINE CENTER DR #250

IRVINE CA 92618-3070

CREDIT COLLECTIONS SVC

PO BOX 773

NEEDHAM MA 02494-0918

Caliber Home Loans, Inc.

16745 W. Bernardo Dr.

Suite 300

San Diego, CA 92127-1908

Everbank

301 West Bay Street

Jacksonville SC 32202-5180

FHA c/o

US Dept of Housing &amp; Urban Development

451 7th Street, SW

Washington DC 20410-0002

FRANKLIN COLLECTION SERVICE, INC

PO BOX 3910

TUPELO MS 38803-3910

Steven Harley

4864 Coal Creek Drive

Graniteville, SC 29829-6053

IRS

PO Box 7346

Philadelphia PA 19101-7346

(p)JEFFERSON CAPITAL SYSTEMS LLC

PO BOX 7999

SAINT CLOUD MN 56302-7999

Travis E. Menk

Brock &amp; Scott, PLLC

5121 Parkway Plaza Blvd.

Charlotte, NC 28217-1965

National Finance

665 Silver Bluff Road

Aiken SC 29803-6013

ONLINE COLLECTIONS

PO BOX 1489

WINTERVILLE NC 28590-1489

RSI EAST

ATTN: CORRESPONDENCE

1325 GARNER LANE STE C

COLUMBIA SC 29210-8327

Eric S Reed

Reed Law Firm, PA

220 Stoneridge Dr., Suite 301

Columbia, SC 29210-8018

Eric S. Reed

1807 West Evans St.

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Florence, SC 29501-3374

SC DEPARTMENT OF REVENUE

PO BOX 12265

Columbia SC 29211-2265

SC EMPLOYMENT SECURITY COMMISSION

PO BOX 995

Columbia SC 29202-0995

SFGFINANCETX

700 W ARKANSAS

ARLINGTON TX 76013-7644

William K. Stephenson Jr.

PO Box 8477

Columbia, SC 29202-8477

US Trustee's Office

Strom Thurmond Federal Building

1835 Assembly Street

Suite 953

Columbia, SC 29201-2448

US ATTORNEYS OFFICE

JOHN DOUGLAS BARNETT ESQ

1441 MAIN STREET

STE 500

Columbia SC 29201-2897

US Department of Veterans Affairs

PO Box 530269

Atlanta GA 30353-0269

US Department of Veterans Affairs

PO Box 8079

Philadelphia PA 19101-8079

USDA

PO BOX 66827

Saint Louis MO 63166-6827

WESTERN SHAMROCK D.B.A. NATIONAL FIANCE CO  
801 S ABE ST  
SAN ANGELO, TX 76903-6735

WESTERN SHAMROCK CORP  
801 S ABE ST  
STE A  
SAN ANGELO TX 76903-6735

World Acceptance Corporation  
Attn: Bankruptcy Processing Center  
PO Box 6429  
Greenville, SC 29606-6429

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified  
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

JEFFERSON CAPITAL SYSTEMS, LLC  
16 MCLELAND RD  
SAINT CLOUD MN 56303

End of Label Matrix	
Mailable recipients	35
Bypassed recipients	0
Total	35